

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Build-A-Bear Workshop, Inc.		11/23/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Build-A-Bear Retail Management, Inc.		
Street Address:	1954 Innerbelt Business Center Drive		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63114-5760		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2473715	OUR FOUNDING TEDDY	
CORRESPONDENCE DATA			
Fax Number:	(314)423-8188		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	lynnh@buildabear.com		
Correspondent Name:	Carolyn Hacker		
Address Line 1:	1954 Innerbelt Business Center Drive		
Address Line 4:	St. Louis, MISSOURI 63114-5760		
ATTORNEY DOCKET NUMBER:	713940.400		
NAME OF SUBMITTER:	Carolyn Hacker		
Signature:	/carolyn hacker/		
Date:	08/29/2006		
Total Attachments: 1			

OP \$40.00 2473715

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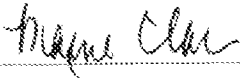
TRADEMARK
 REEL: 003379 FRAME: 0543

ASSIGNMENT

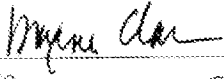
For ONE DOLLAR (\$1.00), the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Build-A-Bear Workshop, Inc., a Delaware corporation, with principal place of business at 1954 Innerbelt Business Center Drive, St. Louis, Missouri 63114, ("ASSIGNOR") as follows contracts and agrees with Build-A-Bear Retail Management, Inc., a Delaware corporation with principal place of business at 1954 Innerbelt Business Center Drive, St. Louis, Missouri 63114 ("ASSIGNEE").

1. ASSIGNOR hereby assigns, transfers, and conveys to ASSIGNEE: A) all its rights in the United States and Canada to the trademarks, service marks, copyrighted works, patents, trade names, trade secrets, know-how, trade dress, rights of publicity, domain names and other intellectual property including but not limited to rights identified on Schedule A, hereto, and any other intellectual property of ASSIGNOR in the United States and Canada (whether trademark, service mark, copyright, patent or otherwise), including goodwill of the business associated with the rights conveyed and the right to sue for past infringement but excluding any rights held by Assignor as licensee of other parties and rights licensed to other parties by Assignor (to the extent such licenses do not allow for the assignment of such rights thereunder without approval); B) all its rights worldwide in any know-how, consisting of unregistered inventions, technology, improvements, ideas, trade secrets, confidential information, and expertise (and excepting pending applications).
2. ASSIGNOR is not prohibited from assigning, transferring, and conveying the rights granted by this Agreement.
3. This Agreement shall inure to the benefit of, and be binding upon, the parties, their successors and assigns.
4. This Agreement shall not be modified, amended or altered in any manner except by written agreement of the parties.
5. This Agreement is effective, as of the 23rd day of November, 2003.

BUILD-A-BEAR WORKSHOP, INC.


Signature
Maxine Clark
Printed Name
Chief Executive Bear
Title

BUILD-A-BEAR RETAIL MANAGEMENT, INC.


Signature
Maxine Clark
Printed Name
Chief Executive Bear
Title